

RESOLUTION NO. 2016-396

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND RREF III-P-EP BANNON LAKES JV, LLC, TO DEFINE REQUIRED UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, RREF III-P-EP Bannan Lakes JV, LLC (Developer) is required to design, construct, and dedicate specific Reclaimed Water and Wastewater Transmission Contributions to the County for ownership and maintenance in order for the County to provide utility service to the Bannan Lakes PUD as described in the Final Certificate of Concurrence with conditions for the Bannan Lakes PUD dated June 30, 2015 (CONMAJ 2014-19); and

WHEREAS, the Developer is required to complete the required utility transmission contributions in various phases of the development; and

WHEREAS, St. Johns County, Florida (County) currently has an ordinance to refund unit connection fees for transmission mains installed by Developers; and

WHEREAS, the County and Developer have drafted a Memorandum of Understanding (MOU) to define the scope, timing, and method of reimbursement for the utility transmission contributions via future unit connection fee refund agreements which are defined substantially in the forms herein; and

WHEREAS, due to the financial magnitude and delayed timing of the infrastructure construction the proposed future sewer unit connection refund Agreement proposes unique provisions to allow retroactive refund of unit connection fees collected upon completion of the infrastructure; and

WHEREAS, the County has determined that accepting the terms of the Memorandum of Understanding, which is attached hereto, and incorporated herein, will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of Memorandum of Understanding between St. Johns County, Florida, and RREF III-P-EP Bannan Lakes JV, LLC and authorizes the County Administrator to execute the Memorandum of Understanding on behalf of St. Johns County substantially in the form attached hereto.

Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

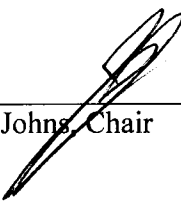
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of December 2016.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

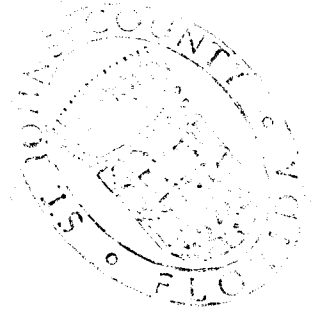
Pam Halterman
Deputy Clerk

By:



James K. Johns, Chair

RENDITION DATE 12/21/16



MEMORANDUM OF UNDERSTANDING
UTILITY TRANSMISSION COMMITMENTS AND REIMBURSEMENTS

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) by and between RREF III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company (the “Owner”), and ST. JOHNS COUNTY, a political subdivision of the State of Florida (the “County”), is entered into and effective on the date it is signed by the last party executing this MOU (the “Effective Date”).

RECITALS:

- A. The Owner is the owner of approximately 580 acres of property described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”), which is subject to the Bannon Lakes Planned Unit Development (MAJMOD 2013-09) approved pursuant to County Ordinance No. 2015-11 (the “**Bannon Lakes PUD**”).
- B. The Bannon Lakes PUD allows the Property to be developed with a maximum of 849 single-family units, a maximum of 150 multi-family units, a maximum of 105,000 square feet of commercial space and 15,000 square feet of office space.
- C. The Owner is required to design, construct, and dedicate specific Reclaimed Water and Wastewater Transmission Contributions (“**Contributed Sections**”) to the County for ownership and maintenance in order for the County to provide utility service to the Bannon Lakes PUD as described in the Final Certificate of Concurrency with conditions for the Bannon Lakes PUD dated June 30, 2015 (CONMAJ 2014-19).
- D. The Owner is requesting to seek reimbursement for the Contributed Sections via Reclaimed Water and Sewer Unit Connection Fee Refund Agreements with the County, substantially in the forms attached hereto as **Exhibit “B” and Exhibit “C”** and incorporated herein by this reference (“**Refund Agreements**”).
- E. The MOU, as mutually agreed to by the parties, defines the Utility Transmission Contributions, the Contribution Timing Requirements, and the process for executing a Refund Agreements pursuant to which the Owner can obtain refund of the Utility Contribution Costs.
- F. The Owner’s utility obligations and benefits detailed in the MOU shall apply to the Owner’s successors and assignees.
- G. The County deems it to be in the public interest to recognize the Owner’s Utility Transmission Contributions as described in this MOU.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this instrument and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **SEWER TRANSMISSION FORCE MAIN.**

- a. **Limits and Scope:** In order to meet the sewer transmission requirements that the Bannon Lakes PUD will place on the service area located along International Golf Parkway (“IGP”) east of Interstate 95, the Owner is required to design and construct a 16-inch nominal diameter sewer force main as depicted in **Exhibit “D”** attached hereto and incorporated herein by this reference (the “**Sewer Force Main Contributed Sections**”). The general limits of this Sewer Force Main Contributed Sections are from a future connection point located at the intersection of IGP and World Golf Village Boulevard/World Commerce Center Parkway running eastward along IGP to a proposed connection point on the west side of Interstate 95, and from a proposed connection point on the eastern side of Interstate 95 along IGP to the entrance of Bannon Lakes PUD. The 16-inch force main shall be dedicated to the County upon completion.
- b. **Timing for Construction:** The Owner will be required to initiate construction of the 16-inch force main prior to the County’s approval of construction plans containing the 457th residential unit, or prior to January 31, 2020, whichever occurs first. The Owner shall complete construction of the Sewer Force Main Contributed Sections within 12-months of initiation. In the meantime, the Owner will be allowed to connect to an existing 10-inch force main along IGP until the installation of the new force main is completed.
- c. **Option to Increase Residential Unit Threshold** The residential unit threshold may be increased to 574 residential units if the Owner elects to complete a connection between the existing force main system located at World Commerce Center Parkway and the recently installed 16-inch force main located approximately 250 feet from the intersection. The Owner shall provide written notice to the County of its intent to increase the residential unit threshold pursuant to this subparagraph. If the Owner exercises this option, the Owner and the County shall execute an amendment to this Agreement setting forth the details of the alternate scope. The intent of this alternate scope is to provide a method of relieving force main system pressure, as necessary, to accommodate the Owner’s requested increase in the residential unit threshold from the approved 457 units to 574 units to coincide with anticipated project phasing.
- d. **St. Johns County Utility Department Related Capital Improvements:** In order to meet the sewer transmission requirements for the IGP corridor, St. Johns County Utility Department has constructed a 16-inch force main from the intersection of IGP and World Golf Village Boulevard/World Commerce Center Parkway running westward along IGP to the future intersection of County Road 2209 to convey wastewater to the new Northwest Wastewater Treatment Plant. The St. Johns County Utility Department has also installed a 20-inch HDPE directionally drilled force main crossing Interstate 95. These newly constructed 16-inch and 20-inch force mains will serve as the points of connection for the Developer’s Sewer Force Main Contributed Sections.

e. **Unit Connection Fee Refund Agreement:** The Owner and County agree to execute a Sewer Unit Connection Fee Refund Agreement substantially in the form attached hereto as **Exhibit "B"** as allowed by Section 25 of Ordinance No. 2013-13 (or subsequent Utility Ordinance revisions) near substantial completion of the Sewer Force Main Contributed Sections. The Sewer Refund Agreement shall provide that the transmission component of the applicable Sewer Unit Connection Fees shall be subject to refund to the Owner. The refund value will be the total final cost of the Sewer Force Main Contributed Sections, as reflected on the Construction Schedule of Values and Bill of Sale Documents, less the final value of the directional drilled force main segment crossing Interstate 95 installed by the St. Johns County Utility Department. The Sewer Force Main Contributed Sections shall be dedicated in fee simple to the County with clear title and free of liens and encumbrances except for those mutually agreed to by the parties hereto. Due to the financial magnitude and delayed timing for this transmission requirement, the County agrees to recommend approval of a Resolution to the Board of County Commissioners to allow a retroactive payment of applicable Sewer Unit Connection Fees collected within the Bannon Lakes PUD and the Southaven Planned Unit Development following the execution of this MOU. As a condition of the Refund Agreement and the retroactive refund of fees collected, the Owner agrees to provide documentation to the County that the Sewer Main Contributed Sections are competitively bid by at least three (3) qualified contractors and that the contract award is granted to the lowest responsive bidder at least ten (10) days prior to scheduling a preconstruction meeting for the phase containing the Sewer Force Main Contributed Sections. The parties agree that the Owner will not be paid refund disbursements until the Owner dedicates the Sewer Force Main Contributed Sections to the County and the Sewer Refund Agreement is executed and recorded. The payment of Unit Connection Fees for the Contributed Section is contingent upon approval by the Board of County Commissioners. It is mutually understood by the parties that applicable Sewer Unit Connection Fees collected within the Bannon Lakes PUD and the Southaven PUD from the date of this MOU through the effective date for the Sewer Refund Agreement shall be tracked and held by the County in a unit connection fee account, and shall apply to the refund for the Sewer Force Main Contributed Sections per the terms of the Sewer Refund Agreement.

2. **RECLAIMED WATER TRANSMISSION MAIN.**

a. **Limits and Scope:** In order to meet the reclaimed water transmission requirements that the Bannon Lakes PUD will place on the service area located along IGP east of Interstate 95, the Owner is required to design and construct 16-inch and 12-inch nominal diameter reclaimed water mains as depicted on **Exhibit "E"** (the "**Reclaimed Water Contributed Section**"). The general limits of the Reclaimed Water Contributed Section are from a future connection point located at the intersection of IGP and Parkland Trail running along Parkland Trail into the Bannon Lakes PUD, to and from the dedicated future reuse booster station site within the Bannon Lakes PUD, and out of the Bannon Lakes PUD to a future connection point installed by others located at IGP and North Francis Road. All reclaimed water main infrastructure shall be dedicated to the County upon completion.

- b. **Timing for Construction:** The Owner shall install and put the required reclaimed water main infrastructure into service during the first phase of the Bannon Lakes PUD, pursuant to the plans by ETM dated March 2015 and approved by the County on December 14, 2015. In the case that construction of the Reclaimed Water Contributed Section is completed prior to either of the neighboring reclaimed water transmission main projects being completed, a mutually agreed point of termination shall be coordinated with the County as reasonably compliant with the scope of the approved design plans.

 - c. **St. Johns County Utility Department Related Capital Improvements:** In order to meet the reclaimed water transmission requirements for the IGP corridor, St. Johns County Utility Department has constructed a 20-inch and 16-inch reclaimed water main from the intersection of IGP and Parkland Trail running westward along IGP to the future intersection of County Road 2209 to convey reclaimed water from the new Northwest Wastewater Treatment Plant. This new 16-inch reclaimed water main will serve as the point of connection for the Owner's Reclaimed Water Contributed Section at the intersection of IGP and Parkland Trail.

 - d. **Reclaimed Water Transmission Main Project by Others:** The Owner of the Southaven PUD has installed a 16-inch reclaimed water main from the intersection of IGP and North Francis Road running eastward along IGP to the entrance of the Southaven development to serve this development. This reclaimed water main shall serve as the point of connection for the Owner's Reclaimed Water Contributed Section at the intersection of IGP and North Francis Road.

 - e. **Unit Connection Fee Refund Agreement:** The Owner and County Utility Department agree to execute the Reclaimed Water Refund Agreement for the Reclaimed Water Contributed Section substantially in the form attached hereto as **Exhibit "C"** concurrent with the submittal of the Bannon Lakes Boulevard Construction (Phase 1) infrastructure acceptance package to the Board of County Commissioners. The refund value will be the total final cost of the Reclaimed Water Contributed Section, as reflected on the Construction Schedule of Values and Bill of Sale documents. The Reclaimed Water Contributed Section shall be dedicated fee simple to the County with clear title and free of liens and encumbrances except for those mutually agreed to by the parties hereto. It is mutually understood by the parties that applicable Reclaimed Water Unit Connection Fees collected within the Bannon Lakes PUD and the Southaven PUD following the execution of the Refund Agreement shall apply to the refund for this Contributed Section.
3. **REUSE BOOSTER STATION SITE DEDICATION.**
- a. **Location and Scope:** In order to meet the reclaimed water transmission requirements that the Bannon Lakes PUD will place on the service area located along IGP east of Interstate 95, the Owner is required to provide and convey fee simple, free of charge, and free of all liens and encumbrances except for those mutually

agreed to by the parties hereto a two (2) acre tract to the County to construct a future reclaimed water booster station facility, as depicted on **Exhibit "F"**. The general location of this dedicated tract is along the western edge of the Bannon Lakes PUD located immediately north of the proposed recreational area proposed along the connector road proposed to tie into Parkland Trail. Appropriate permanent ingress/egress, and utility easements shall be provided to access and utilize this site.

- b. **Timing for Dedication:** The Owner shall dedicate tract to the County on or prior to January 15, 2017, or upon the final acceptance of the Bannon Lakes Boulevard Construction (a.k.a. Phase 1) infrastructure of the Bannon Lakes PUD, whichever occurs first.

 - c. **St. Johns County Utility Department Related Capital Improvements:** In order to meet the reclaimed water transmission requirements for the IGP corridor, St. Johns County Utility Department plans to construct a ground storage tank appropriately sized to meet reclaimed water demands for the IGP corridor, and high service booster pumps, which will ensure level of service for reclaimed water irrigation is met through the final buildout of the Bannon Lakes PUD during the 2016 to 2021 Capital Improvement Cycle. In order to facilitate site planning and design, the Owner agrees to provide any boundary survey and/or topographic survey information it may have for the site to the County as soon as possible. The Owner agrees to grant County access to the site upon execution of this MOU for the purpose of detailed survey and design. The County is currently evaluating the schedule for design and construction of this facility, but anticipates it will be needed to maintain level of service near 2020.

 - d. **Statement of Dedication for Service:** It is mutually understood by the parties that the dedication of this tract is required in order to maintain required level of service for reclaimed water irrigation through the final build out of the Bannon Lakes PUD. The tract shall be dedicated fee simple to meet this service requirement. No refund agreement will be executed for the dedication of this site.
4. **Expiration of MOU.** The terms of this MOU shall expire upon the execution of both Refund Agreements referenced herein.

[Signatures on following pages]

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

RREF III-P-EP BANNON LAKES JV, LLC, a
Delaware limited liability company

(Print Name)_____

By: _____

Name: _____

Its: _____

(Print Name)_____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by **RREF III-P-EP BANNON LAKES JV, LLC**, a Delaware limited liability company.

(Print Name _____)
NOTARY PUBLIC
State of _____
Commission # _____
My Commission Expires:
Personally known _____
or Produced I.D. _____
[Check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY

(Print Name)

By: _____

(Print Name)

Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____, 2016,
by _____, as _____ of **ST. JOHNS COUNTY, FLORIDA**.

(Print Name)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[Check one of the above]

Type of Identification Produced _____

LIST OF EXHIBITS

- Exhibit "A" - Bannon Lakes Legal Description
- Exhibit "B" - Sewer Refund Agreement
- Exhibit "C" - Reclaimed Water Refund Agreement
- Exhibit "D" - Map of Proposed International Golf Parkway Utility
Transmission Infrastructure
- Exhibit "E" - Reclaimed Water Contributed Section
- Exhibit "F" - Reclaimed Water Booster Station Site

EXHIBIT "A"

Bannon Lakes Legal Description

A PORTION OF SECTIONS 1, 2, 11 AND 12, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 45, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE; THENCE SOUTH 01°39'23" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, SECTION 46, THE LORENZO CAPO GRANT, SAID TOWNSHIP AND RANGE AND SECTION 48, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE, A DISTANCE OF 5397.43 FEET; THENCE SOUTH 01°37'40" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 48, A DISTANCE OF 3800.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, (ALSO KNOWN AS NINE MILE ROAD, A 66 FOOT RIGHT-OF-WAY PER EXISTING MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE No. 1: SOUTH 54°09'58" WEST, 398.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1009.18 FEET, AN ARC DISTANCE OF 308.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'41" WEST, 307.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 3: SOUTH 36°39'24" WEST, 1152.36 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.69 FEET, AN ARC DISTANCE OF 209.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°55'41" WEST, 202.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 5: SOUTH 89°11'58" WEST, 2475.72 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 17°38'33" EAST, 1595.59 FEET; THENCE NORTH 26°33'54" EAST, 372.68 FEET; THENCE NORTH 40°04'30" EAST, 496.47 FEET; THENCE NORTH 68°22'09" EAST, 277.24 FEET; THENCE NORTH 01°45'54" WEST, 2946.05 FEET; THENCE NORTH 78°58'32" WEST, 3960.19 FEET; THENCE SOUTH 01°10'41" EAST, 818.85 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF AFORESAID SECTION 11; THENCE SOUTH 00°42'21" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, A DISTANCE OF 1320.72 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 88°34'18" WEST, ALONG LAST SAID LINE, 1285.97 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 00°05'36" EAST, 3415.24 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK, 1350, PAGE

119 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE NORTHEASTERLY AND EASTERLY LINES OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1350, PAGE 119, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET; AN ARC DISTANCE OF 324.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°50'47" EAST, 314.25 FEET; COURSE NO. 2: SOUTH 28°04'44" EAST, 70.00 FEET; COURSE NO. 3: SOUTH 00°23'25" EAST, 70.00 FEET TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF INTERSTATE NO. 95, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431; THENCE SOUTH 79°53'02" EAST, ALONG LAST SAID LINE, 531.95 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID INTERNATIONAL GOLF PARKWAY; THENCE NORTH 89°36'40" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1915.03 FEET; THENCE NORTH 89°11'58" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1345.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 579.53 ACRES, MORE OR LESS

EXHIBIT "B"

Sewer Refund Agreement

EXHIBIT "C"

Reclaimed Water Refund Agreement

EXHIBIT "D"

Map of Proposed International Golf Parkway Utility Transmission Infrastructure

EXHIBIT "E"

Reclaimed Water Contributed Section

EXHIBIT "F"

Reclaimed Water Booster Station Site

**SEWER UNIT
CONNECTION FEE REFUND AGREEMENT**

THIS SEWER UNIT CONNECTION FEE REFUND AGREEMENT (the “**Agreement**”) is entered into and made effective, this ___ day of _____, 2016, by and between **RREF-III-P-EP BANNON LAKES JV, LLC**, a Delaware limited liability company (“**Owner**”), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”).

In consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Background.** Owner is the developer and has constructed improvements within the mixed-use development known as the Bannon Lakes Planned Unit Development (MAJMOD 2013-09) approved pursuant to County Ordinance No. 2015-11 (the “**Bannon Lakes PUD**”). The Bannon Lakes PUD is located north of International Golf Parkway (“**IGP**”) just east of Interstate 95 and west of the Twelve Mile Swamp in St. Johns County, Florida and is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”). Owner plans to develop the Property with up to 849 single-family units, up to 150 multi-family units, up to 105,000 square feet of commercial space and up to 15,000 square feet of office space, as described in the Bannon Lakes PUD.

Owner has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance No. 2013-13) in consideration of Owner’s installation of approximately 6,520 linear feet of 16-inch nominal diameter sewer force main from a connection point located at the intersection of IGP and World Golf Village Boulevard/World Commerce Center Parkway running eastward along IGP to a connection point on the west side of Interstate 95, and from a connection point on the eastern side of Interstate 95 along IGP to the entrance of Bannon Lakes PUD (the “**Sewer Force Main Contributed Sections**”) required to meet the utility transmission needs for the region. The Sewer Force Main Contributed Sections are located within St. Johns County road rights-of-way and are adjacent to IGP and World Golf Village Boulevard/World Commerce Center Parkway. The Sewer Force Main Contributed Sections were constructed and dedicated to the County in connection with the Bannon Lakes PUD project and are more particularly described in the Schedule of Values attached hereto as **Exhibit “B”** and incorporated herein by this reference. The locations of these Contributed Sections are depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference.

This Agreement states the terms and conditions upon which a refund of the transmission component of sewer unit connection fees paid by Owner or others who connect to the Sewer Force Main Contributed Sections as allowed and contemplated under Ordinance No. 2013-13, and as referenced by the Memorandum of Understanding Utility Commitments and Reimbursements (Resolution 2016-___), shall be paid by the County to Owner.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, Owner must first, at its expense, record this Agreement (upon proper

execution by authorized representatives of both the County and Owner) with the Clerk of Court in the Official Records of St. Johns County, Florida. The failure of Owner to have this Agreement recorded as noted above shall bar Owner from receiving any subsequent refunds on sewer unit connection fees until this Agreement has been properly recorded.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of Ordinance 2013-13, any refund payable to Owner as a result of future payment by Owner, its successors and assigns, of sewer unit connection fees, or as the result of payment of sewer unit connection fees by others who connect to the Contributed Sections shall be limited to the value of the transmission component of such unit connection fees. In addition, the cumulative amount of all refund payments to Owner, its successors and assigns, pursuant to this Agreement shall not exceed \$_____ (\$_____ for the Sewer Force Main Contributed Sections less \$221,800.00 for the 20-inch HDPE directionally drilled force main crossing I-95 installed by the County in 2016, which is the actual total cost of the Sewer Force Main Contributed Sections as verified by the final contractor's Schedule of Values in **Exhibit "B"** and herein referred to as the "**Contributed Sections Cost.**"

3. **Payment of Refund in Connection with Connection Fee Payments.** A Memorandum of Understanding ("**MOU**") was executed between the Owner and the County (Resolution 2016-___) for the Sewer Force Main Contributed Sections, which allowed the County to track and retain the transmission component of Sewer Unit Connection Fees collected within the Bannon Lakes PUD and Southaven Planned Unit Development following the execution of the MOU to the date of this Agreement with the intent of retroactively refunding to the Owner upon execution and recordation of this Agreement with the Clerk of Courts. The retroactive refund will occur at the first quarterly disbursement following the execution of this Agreement. Upon recordation of this Agreement with the Clerk of the Court, and upon payment by Owner or others as set forth in Section 4 below of any sewer unit connection fees for the Bannon Lakes PUD or paid by others connecting to the Contributed Sections prior to January 31, 2023. Owner, its successors and assigns, shall be entitled to a refund of the transmission component of any such sewer unit connection fees in an amount not to exceed the Contributed Sections Cost. The refund described in this Section shall be paid to Owner quarterly upon payment by Owner or others of such sewer unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made, and shall be payable simultaneously with payment of such sewer unit connection fees. Sewer unit connection fees paid by Owner, its successors and assigns, after January 31, 2023 shall not entitle Owner to a refund under this Section 3.

4. **Connection by Others.** In the event that other users, builders or developers connect to the Contributed Sections, as depicted on **Exhibit "C"**, prior to January 31, 2023, Owner shall be entitled to a refund equal to the value of the sewer transmission component of any such sewer unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to Owner under the terms of this Agreement, shall not exceed the Contributed Sections Cost. The aforementioned Bill of Sale shall be in the form attached hereto as **Exhibit "D"** and incorporated herein by this reference.

5. **Entire Agreement.** No prior agreements or representations shall be binding upon the parties, unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties, unless in writing, and executed by the party or parties to be bound thereby.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name _____

ATTEST:

HUNTER S. CONRAD
Clerk of the Court

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of **St. Johns County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/she (*check one*) is personally known to me, or has produced a valid driver's license as identification

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

Passed and Duly Adopted by the Board
of County Commissioners of St. Johns County,
Florida, this ____ day of _____, 2016:

By: _____
James K. Johns, Chairman

Attested: Hunter S. Conrad, Clerk

_____, Clerk

Signed, sealed and delivered
in the presence of:

RREF III-P-EP BANNON LAKES JV, LLC, a
Delaware limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, as _____ of **RREF III-P-EP BANNON LAKES JV, LLC**,
a Delaware limited liability company, on behalf of said company. He/she (*check one*) is
personally known to me, or has produced a valid driver's license as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

Legal Description of Property

A PORTION OF SECTIONS 1, 2, 11 AND 12, ALL LYING IN TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SECTION 45, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE; THENCE SOUTH 01°39'23" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, SECTION 46, THE LORENZO CAPO GRANT, SAID TOWNSHIP AND RANGE AND SECTION 48, THE ZEPH. KINGSLEY GRANT, SAID TOWNSHIP AND RANGE, A DISTANCE OF 5397.43 FEET; THENCE SOUTH 01°37'40" EAST, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 48, A DISTANCE OF 3800.99 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, (ALSO KNOWN AS NINE MILE ROAD, A 66 FOOT RIGHT-OF-WAY PER EXISTING MONUMENTATION AND LOCAL RECOGNITION); THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE No. 1: SOUTH 54°09'58" WEST, 398.79 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 2: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1009.18 FEET, AN ARC DISTANCE OF 308.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°24'41" WEST, 307.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 3: SOUTH 36°39'24" WEST, 1152.36 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 228.69 FEET, AN ARC DISTANCE OF 209.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°55'41" WEST, 202.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE No. 5: SOUTH 89°11'58" WEST, 2475.72 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 17°38'33" EAST, 1595.59 FEET; THENCE NORTH 26°33'54" EAST, 372.68 FEET; THENCE NORTH 40°04'30" EAST, 496.47 FEET; THENCE NORTH 68°22'09" EAST, 277.24 FEET; THENCE NORTH 01°45'54" WEST, 2946.05 FEET; THENCE NORTH 78°58'32" WEST, 3960.19 FEET; THENCE SOUTH 01°10'41" EAST, 818.85 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF AFORESAID SECTION 11; THENCE SOUTH 00°42'21" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, A DISTANCE OF 1320.72 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 88°34'18" WEST, ALONG LAST SAID LINE, 1285.97 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 00°05'36" EAST, 3415.24 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK, 1350, PAGE 119 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE NORTHEASTERLY AND EASTERLY LINES OF SAID

LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1350, PAGE 119, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET; AN ARC DISTANCE OF 324.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°50'47" EAST, 314.25 FEET; COURSE NO. 2: SOUTH 28°04'44" EAST, 70.00 FEET; COURSE NO. 3: SOUTH 00°23'25" EAST, 70.00 FEET TO THE NORTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY OF INTERSTATE NO. 95, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431; THENCE SOUTH 79°53'02" EAST, ALONG LAST SAID LINE, 531.95 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID INTERNATIONAL GOLF PARKWAY; THENCE NORTH 89°36'40" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1915.03 FEET; THENCE NORTH 89°11'58" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1345.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 579.53 ACRES, MORE OR LESS

EXHIBIT "B"

Schedule of Values

EXHIBIT "C"

Contributed Sections

EXHIBIT "D"

Form of Bill of Sale



BILL OF SALE
WATER, SEWER AND RECLAIMED WATER LINES
FOR
BANNON LAKES

RREF-III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See **Exhibit "A"**.

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this ___ of _____, 2016.

WITNESS:

OWNER:

RREF-III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company

Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, as _____ of **RREF-III-P-EP Bannon Lakes JV, LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public, State of _____
Printed Name: _____
My Commission Number: _____
My Commission Expires: _____

RECLAIMED WATER UNIT CONNECTION
FEE REFUND AGREEMENT

THIS RECLAIMED WATER UNIT CONNECTION FEE REFUND AGREEMENT (the “**Agreement**”) is entered into and made effective this ____ day of _____, 2016, by and between **RREF-III-P-EP BANNON LAKES JV, LLC**, a Delaware limited liability company (“**Owner**”), and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”).

In consideration of the mutual promises and representations contained in this instrument, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Background.** Owner is the developer and has constructed improvements within the mixed-use development known as the Bannan Lakes Planned Unit Development (MAJMOD 2013-09) approved pursuant to County Ordinance No. 2015-11 (the “**Bannan Lakes PUD**”). The Bannan Lakes PUD is located north of International Golf Parkway (“**IGP**”) just east of Interstate 95 and west of the Twelve Mile Swamp in St. Johns County, Florida and is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”). Owner plans to develop the Property with up to 849 single-family units, up to 150 multi-family units, up to 105,000 square feet of commercial space and up to 15,000 square feet of office space, as described in the Bannan Lakes PUD.

Owner has requested a refund pursuant to Section 25-E of the St. Johns County Utility Ordinance (Ordinance 2013-13) in consideration of Owner’s installation of approximately 4,000 linear feet of 16-inch and 12-inch nominal diameter reclaimed water mains (the “**Reclaimed Water Contributed Section**”) required to meet the utility transmission needs for the region. The Reclaimed Water Contributed Section is located within the St. Johns County road rights-of-way with in the Bannan Lakes PUD and adjacent to International Golf Parkway, Parkland Trail and North Francis Road and within a St. Johns County utility easement located within the Bannan Lakes PUD. The Reclaimed Water Contributed Section was constructed and dedicated to the County in connection with the Bannan Lakes PUD and is more particularly described in the Schedule of Values as attached hereto as **Exhibit “B”** and incorporated herein by this reference. The location of the Contributed Sections is depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference.

This Agreement states the terms and conditions upon which a refund of the transmission component of reclaimed water connection fees paid by Owner or others who connect to the Reclaimed Water Contributed Section as allowed and contemplated under Ordinance 2013-13, and as referenced by the Memorandum of Understanding (Resolution 2016-XX), shall be paid by the County to Owner.

It is expressly noted that as a condition precedent for any refund permitted under this Agreement, Owner must first, at its expense, record this Agreement (upon proper execution by authorized representatives of both the County and Owner) with the Clerk of Courts in the Official Records of St. Johns County, Florida. The failure of Owner to have this Agreement recorded as noted above shall bar Owner from receiving any subsequent refunds on reclaimed water unit connection fees until this Agreement has been properly recorded.

2. **Limitation of Amount of Refund.** In accordance with the provisions of Section 25-E of Ordinance 2013-13, any refund payable to Owner as a result of future payment by Owner of reclaimed water unit connection fees, or as the result of payment of reclaimed water unit connection fees by others who connect to the Contributed Sections shall be limited to the value of the transmission component of such unit connection fees. In addition, the cumulative amount of all refund payments to Owner pursuant to this Agreement shall in no event exceed \$360,500.00, which is the actual total cost of the Reclaimed Water Contributed Section as verified by the final contractor's Schedule of Values in **Exhibit "B"** and herein referred to as the "**Contributed Section Cost**".

3. **Payment of Refund in Connection with Future Connection Fee Payments.** Upon recordation of this Agreement with the Clerk of the Court, and upon payment by Owner or others as set forth in Section 4 below of any reclaimed water unit connection fees for the Bannon Lakes PUD or paid by others connecting to the Contributed Sections within six (6) years after the later of (i) the date of the recording of the easement and deed dedication to the County, (ii) acceptance by the County of the Bill of Sale that grants the Contributed Sections to the County, or (iii) the recordation of this Agreement with the Clerk of Court, Owner shall be entitled to a refund of the transmission component of any such reclaimed water unit connection fees in an amount not to exceed the Contributed Sections Cost. The aforementioned Bill of Sale shall be in the form attached hereto as **Exhibit "D"** and incorporated herein by this reference. The refund described in this Section shall be paid to Owner quarterly upon payment by Owner or others of such water and sewer unit connection fees, whether in connection with a Capacity Commitment Agreement, or as connections are actually made, and shall be payable simultaneously with payment of such reclaimed water unit connection fees. Reclaimed Water unit connection fees paid by Owner after the six (6) year time period provided above shall not entitle Owner to a refund under this Section 3, unless the time period in this Section 3 is extended by the County as allowed by Ordinance 2013-13 or revision thereof.

4. **Connection by Others.** In the event that other users, builders or developers connect to the Contributed Sections as depicted on **Exhibit "C"** within six (6) years after the later of (i) the date of the recording of the easement and deed of dedication to the County, (ii) the date of acceptance by the County of the Bill of Sale that grants the Contributed Sections to the County, or (iii) the recordation of this Agreement with the Clerk of Court, Owner shall be entitled to a refund equal to the value of the reclaimed

water transmission component of any such reclaimed water unit connection fees paid by others in an amount which, cumulatively with any other refund payments paid to Owner under the terms of this Agreement, shall not exceed the Contributed Sections Cost.

5. **Entire Agreement.** No prior Agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Print Name:

By: _____
Print Name: _____
Title: _____

Print Name

ATTEST:

HUNTER S. CONRAD

Clerk of the Court

By: _____

Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of St. Johns County, Florida

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally Known ___ or Produced I.D. _
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered

in the presence of:

RREF-III-P-EP BANNON LAKES JV, a
Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known ___ or Produced I.D. _

[check one of the above]

Type of Identification Produced _____

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

Schedule of Values

EXHIBIT "C"

Contributed Sections Location Map

Exhibit "D"

Form of Bill of Sale



BILL OF SALE
WATER, SEWER AND RECLAIMED WATER LINES
FOR
BANNON LAKES

RREF-III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company ("Seller"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to **ST. JOHNS. COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

See **Exhibit "A"**.

The Seller does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good rights to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized office on this ___ of _____, 2016.

WITNESS:

OWNER:

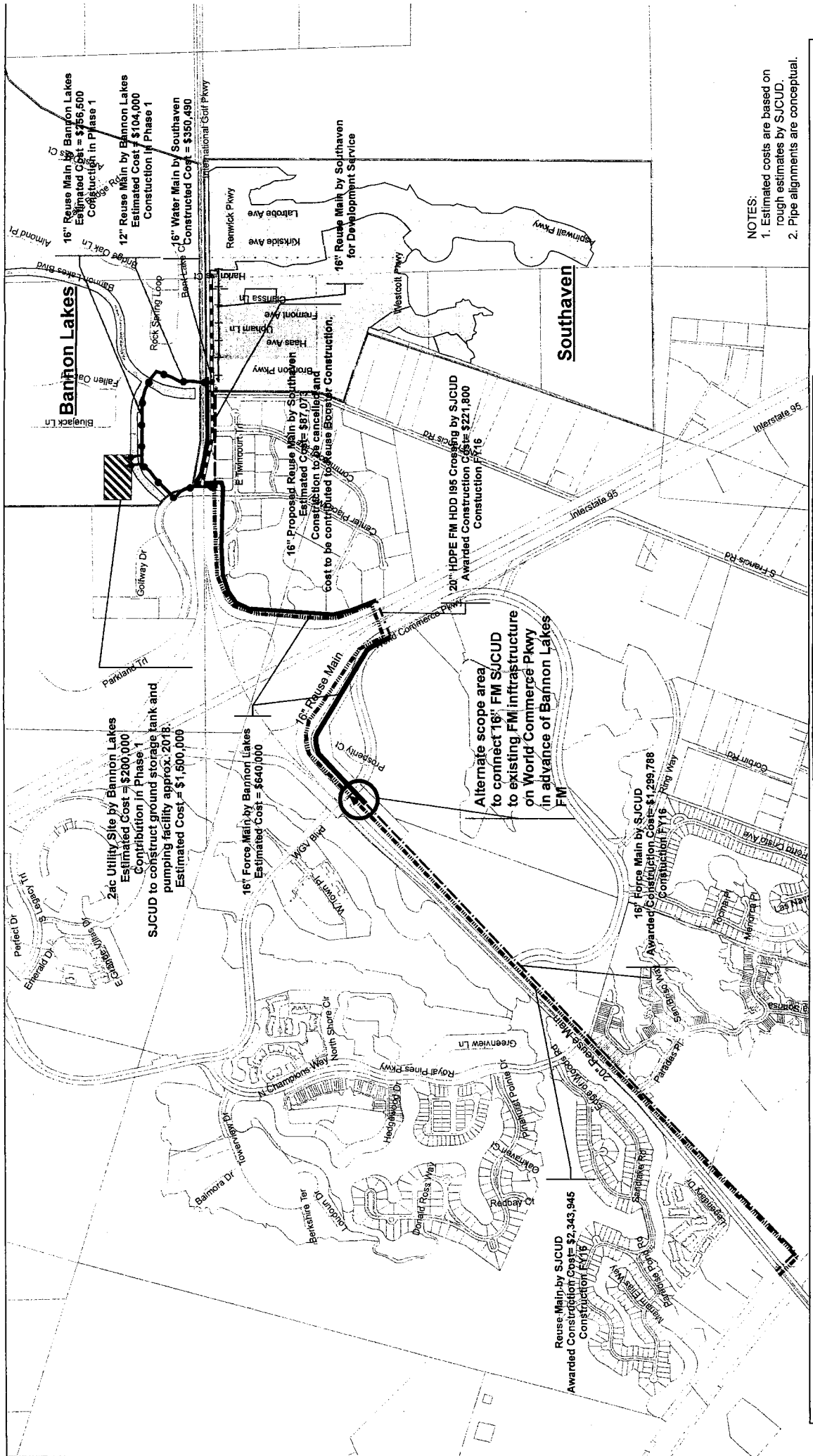
RREF-III-P-EP BANNON LAKES JV, LLC, a Delaware limited liability company

Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of RREF-III-P-EP Bannon Lakes JV, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public, State of _____
Printed Name: _____
My Commission Number: _____
My Commission Expires: _____



16" Reuse Main by Bannock Lakes
Estimated Cost = \$266,500
Construction in Phase 1

12" Reuse Main by Bannock Lakes
Estimated Cost = \$104,000
Construction in Phase 1

16" Water Main by Southaven
Constructed Cost = \$350,490

16" Reuse Main by Southaven
for Development Service

2ac Utility Site by Bannock Lakes
Estimated Cost = \$200,000
Contribution in Phase 1
SJCUD to construct ground storage tank and
pumping facility approx. 2018.
Estimated Cost = \$1,500,000

16" Force Main by Bannock Lakes
Estimated Cost = \$640,000

16" Proposed Reuse Main by Southaven
Estimated Cost = \$87,000
Construction to be cancelled and
cost to be contributed to reuse booster construction.

20" HDPE FM HDD 95 Crossing by SJCUD
Awarded Construction Cost = \$221,800
Construction FY16

16" Force Main by SJCUD
Awarded Construction Cost = \$1,299,788
Contribution FY16

Reuse Main by SJCUD
Awarded Construction Cost = \$2,343,945
Construction FY16

Alternate scope area
to connect 16" FM SJCUD
to existing FM infrastructure
on World Commerce Pkwy
in advance of Bannock Lakes
FM

NOTES:
1. Estimated costs are based on rough estimates by SJCUD.
2. Pipe alignments are conceptual.

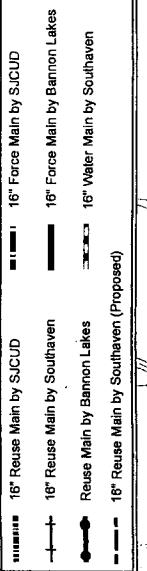
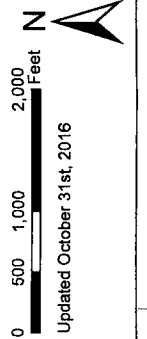


Exhibit D: Map of Proposed International Golf Parkway Utility Transmission Infrastructure

Bannock Lakes Memorandum of Understanding

Updated October 31st, 2016



2ac Utility Site by Bannan Lakes
 Contribution in Phase 1
 SJCUD to construct ground storage tank and
 pumping facility approx. 2018.

Bannan Lakes

16" Reuse Main Contributed Section
 by Bannan Lakes
 Constuction in Phase 1

12" Reuse Main Contributed Section
 by Bannan Lakes
 Constuction in Phase 1

16" Water Main by Southaven

16" Reuse Main by Southaven
 for Development Service

Southaven

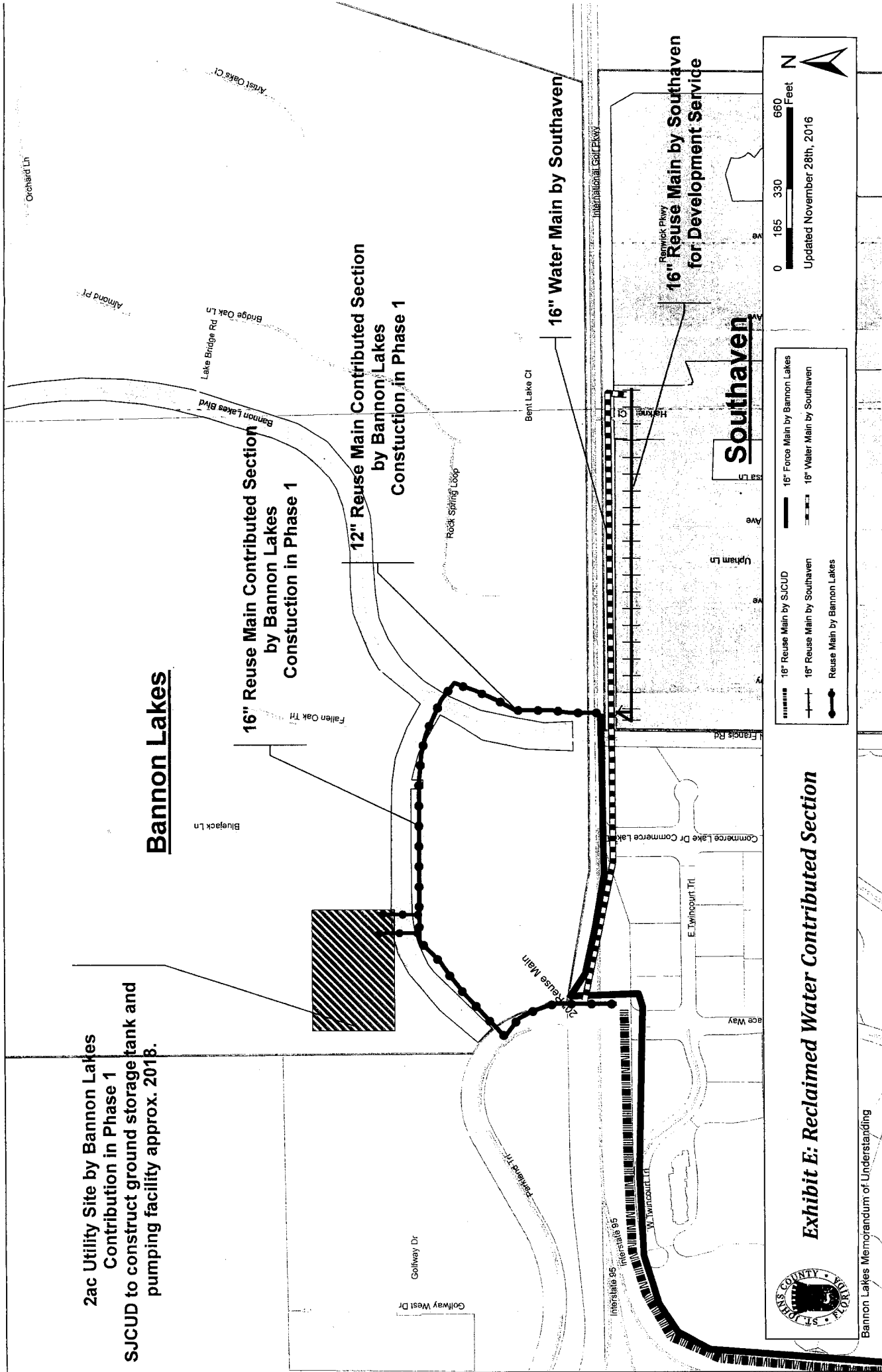
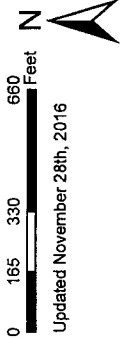
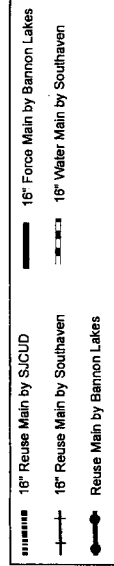
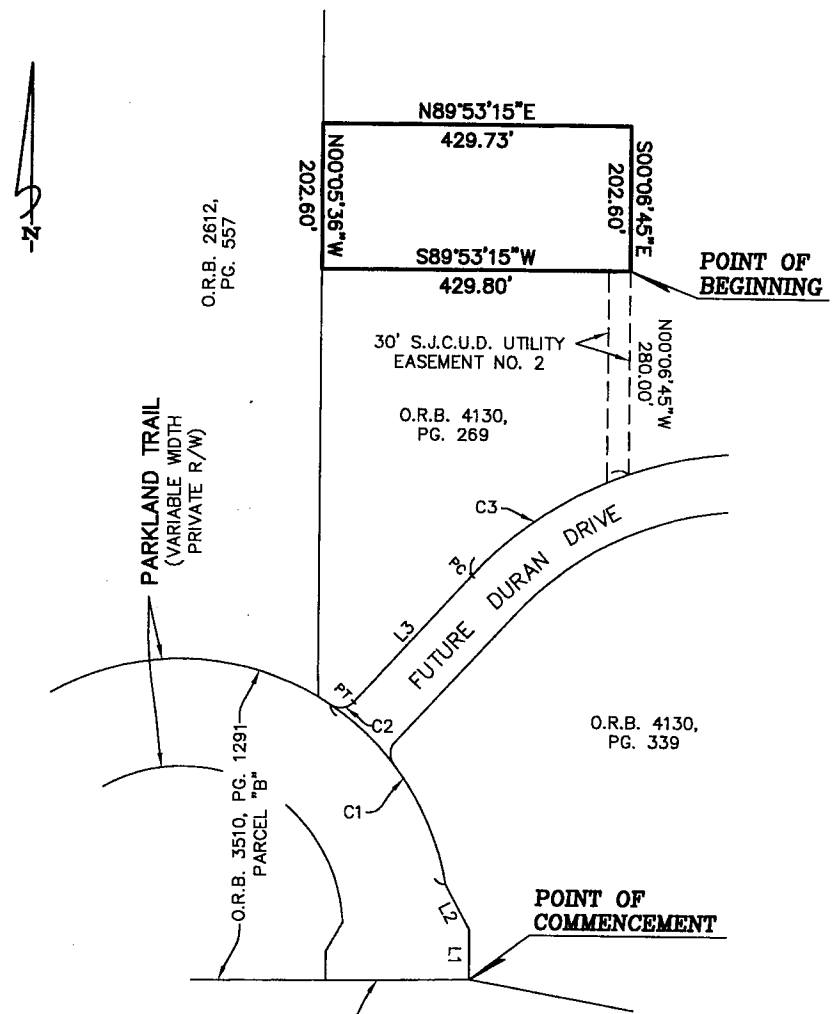


Exhibit E: Reclaimed Water Contributed Section



MAP SHOWING

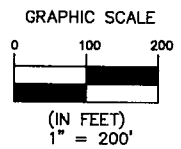
A PORTION OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA



N'LY RIGHT OF WAY LINE SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78080-2431, DATED 9-15-89, ALSO BEING THE N'LY BOUNDARY OF PARCEL 101, PART "A," DEEDED TO ST. JOHNS COUNTY, AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1059, PG. 1524 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

INTERNATIONAL GOLF PARKWAY

A.K.A. NINE MILE ROAD
(VARIABLE WIDTH R/W)



AMENDED: 9-28-16 TO REVISE ITEMS IN O & E REPORT
AMENDED: 9-27-16 TO ADD O & E REPORT ON SHEET 3 (W.O. 2016-608)

S.J.C.U.D. FUTURE
REUSE PUMP AREA
SHEET 1 OF 3

JOB NO. 2016-576
DRAFTER GCC
DATE 09/07/2016
SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.
THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

CHECKED BY: GREGORY B. CLARY, P.S.M. CERT. NO. 3377

MAP SHOWING

S.J.C.U.D. FUTURE REUSE PUMP AREA

A PORTION OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY (ALSO KNOWN AS NINE MILE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2431, DATED 9-15-89), AND THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "B", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3150, PAGE 1291, OF THE PUBLIC RECORDS OF SAID ST JOHNS COUNTY; THENCE NORTHERLY AND NORTHWESTERLY, ALONG SAID EASTERLY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 00°23'25" WEST, 70.00 FEET; COURSE NO. 2: NORTH 28°04'44" WEST, 70.00 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 3: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 303.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°17'26" WEST, 295.64 FEET, TO THE POINT OF CUSP OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°10'11" EAST, 32.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°50'45" EAST, 240.83 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 540.00 FEET, AN ARC DISTANCE OF 261.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°42'14" EAST, 258.68 FEET; THENCE NORTH 00°06'45" WEST, 280.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89°53'15" WEST, 429.80 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2612, PAGE 557, SAID PUBLIC RECORDS; THENCE NORTH 00°05'36" WEST, ALONG LAST SAID LINE, 202.60 FEET; THENCE NORTH 89°53'15" EAST, 429.73 FEET; THENCE SOUTH 00°06'45" EAST, 202.60 FEET, TO THE POINT OF BEGINNING,

CONTAINING 2.00 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°23'25"W	70.00'
L2	N28°04'44"W	70.00'
L3	N42°50'45"E	240.83'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	375.00'	303.89'	46°25'52"	N33°17'26"W	295.64'
C2	25.00'	35.19'	80°38'53"	N83°10'11"E	32.36'
C3	540.00'	261.22'	27°42'58"	N56°42'14"E	258.68'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE N'LY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 78080-2431, AS N79°53'02"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE: SURVEYS BY CLARY & ASSOCIATES FILE NO. T6S-321B, & T6S-1003, AND THE PLAT OF BANNON LAKES PHASE 1, AS RECORDED IN MAP BOOK 81, PAGES 36 THROUGH 42, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.

LEGEND

R/W = RIGHT OF WAY
A.K.A. = ALSO KNOWN AS
F.P. = FINANCIAL PROJECT
NO. = NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
NT = POINT OF NON TANGENCY
S.J.C.U.D. = ST. JOHNS COUNTY
UTILITY DEPARTMENT

AMENDED: 9-28-16 TO REVISE ITEMS IN O & E REPORT
AMENDED: 9-27-16 TO ADD O & E REPORT ON SHEET 3 (W.O. 2016-608)

S.J.C.U.D. FUTURE
REUSE PUMP AREA

SHEET 2 OF 3

JOB NO. 2016-576

DRAFTER GCC

DATE 09/07/2016

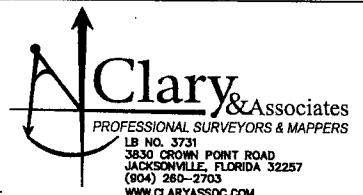
SCALE 1"=200'

CHECKED BY:

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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GREGORY B. CLARY, P.S.M. CERT. NO. 3377



MAP SHOWING

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY OWNER & ENCUMBRANCE SEARCH REPORT

FILE NO. 16098791 / EFFECTIVE DATE: SEPTEMBER 1, 2016

RECORDED DOCUMENT	DESCRIPTION	COMMENTS
O.R. 975, PG. 668	EASEMENT	DOES NOT AFFECT SITE
O.R. 1350, PG. 119	EASEMENT AGREEMENT	BLANKETS SITE
O.R. 2428, PG. 1101	ASSIGNMENT & ASSUMPTION	BLANKETS SITE
O.R. 3507, PG. 671	ORDINANCE NUMBER 2011-41	BLANKETS SITE
O.R. 4013, PG. 706	ORDINANCE NUMBER 2015-11	BLANKETS SITE
O.R. 4003, PG. 1394	TEMPORARY EASEMENT	DOES NOT AFFECT SITE
O.R. 4046, PG. 1968	SCHOOL CONCURRENCY	BLANKETS SITE
O.R. 4047, PG. 1	CONCURRENCY & IMPACT AGREEMENT	BLANKETS SITE
O.R. 4098, PG. 1567	NOTICE OF ESTABLISHMENT	BLANKETS SITE
O.R. 4112, PG. 1887	DEED OF CONSERVATION EASEMENT	DOES NOT AFFECT SITE
O.R. 4135, PG. 1711	EASEMENT AGREEMENT	DOES NOT AFFECT SITE
O.R. 4135, PG. 1751	EASEMENT AGREEMENT	DOES NOT AFFECT SITE
O.R. 4135, PG. 1773	EASEMENT AGREEMENT	DOES NOT AFFECT SITE
O.R. 4135, PG. 1826	ASSIGNMENT AND ASSUMPTION	BLANKETS SITE
O.R. 4143, PG. 242	MASTER DECLARATION	BLANKETS SITE
O.R. 4156, PG. 827	AMENDMENT	BLANKETS SITE
O.R. 4143, PG. 383	ENVIRONMENTAL RESOURCE PERMIT	BLANKETS SITE
O.R. 4143, PG. 633	WARRANTY DEED PHASE 1A-1	DOES NOT AFFECT SITE
O.R. 4143, PG. 640	TEMPORARY EASEMENT	DOES NOT AFFECT SITE
O.R. 4143, PG. 666	IRREVOCABLE ASSIGNMENT	DOES NOT AFFECT SITE
O.R. 4156, PG. 1893	SPECIAL WARRANTY DEED PHASE 1B-1	DOES NOT AFFECT SITE
O.R. 4156, PG. 1900	IRREVOCABLE ASSIGNMENT	DOES NOT AFFECT SITE
O.R. 4156, PG. 1909	TEMPORARY EASEMENT	DOES NOT AFFECT SITE
O.R. 4156, PG. 1939	TEMPORARY EASEMENT	DOES NOT AFFECT SITE
O.R. 4173, PG. 879	QUIT CLAIM DEED	DOES NOT AFFECT SITE
O.R. 4173, PG. 1541	EASEMENT FOR UTILITIES	DOES NOT AFFECT SITE
O.R. 4175, PG. 1339	DEED OF CONSERVATION EASEMENT	DOES NOT AFFECT SITE
O.R. 4208, PG. 14	TRUE UP AGREEMENT	BLANKETS SITE
O.R. 4208, PG. 60	DECLARATION OF CONSENT	BLANKETS SITE
O.R. 4208, PG. 100	COLLATERAL ASSIGNMENT	BLANKETS SITE
O.R. 4228, PG. 43	SPECIAL WARRANTY DEED PHASE 1B-2	DOES NOT AFFECT SITE
O.R. 4228, PG. 49	TEMPORARY EASEMENT	DOES NOT AFFECT SITE

AMENDED: 9-28-16 TO REVISE ITEMS IN O & E REPORT
 AMENDED: 9-27-16 TO ADD O & E REPORT ON SHEET 3 (W.O. 2016-608)

S.J.C.U.D. FUTURE
REUSE PUMP AREA

SHEET 3 OF 3

JOB NO. 2016-576
 DRAFTER GCC
 DATE 09/07/2016
 SCALE 1"=200'

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

CHECKED BY:

GREGORY B. CLARY, P.S.M. CERT. NO. 3377

